

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Kathleen Martell,

Court File No.: _____

Plaintiff,

vs.

PLAINTIFF'S COMPLAINT

Group Long Term Disability Plan for Employees
of Anderson Corporation and EMOC Enterprises,
Inc.; and Hartford Life and Accident Insurance
Company,

Defendants.

Plaintiff, by and through her attorney, for her complaint, hereby states and
alleges as follows:

JURISDICTION, VENUE and PARTIES

1. Kathleen Martell ("Martell") is a resident of New Richmond, Wisconsin.

2. Martell, at all times relevant to this lawsuit, was employed by Anderson Corporation who is incorporated in and does business in Bayport, Minnesota.

3. Hartford Life and Accident Insurance Company ("Hartford") is licensed to and does business in Minnesota.

4. As part of her compensation package, Martell was covered by Anderson Corporation which maintained the defendant Group Long Term Disability Plan for Employees of Anderson Corporation and EMOC Enterprises, Inc. (the “Plan”

5. The Plan provides group long-term disability (“LTD”) benefits, and is covered by the Employee Retirement Income Security Act of 1974, as amended “ERISA.”

6. Anderson Corporation and EMCO Enterprises is designated as the Plan Administrator pursuant to ERISA, and Hartford functioned as the claims administrator for the Plan and as such is a fiduciary under ERISA.

7. Venue in this district in Minnesota is proper because Martell worked for defendants in the State of Minnesota, because Hartford is licensed to and did provide insurance in Minnesota and performed the claims administration for Minnesota-based employees of Anderson Corporation.

8. This Court has subject matter jurisdiction of this case because it is covered by ERISA.

FACTUAL ALLEGATIONS

8. Martell has suffered from a condition covered by the long-term disability policy and which entitles her to disability benefit payments.

9. Hartford has refused to pay Martell's full disability benefit payments due her under the terms of the policy.

COUNT ONE – FAILURE TO PAY INSURANCE BENEFITS

10. Martell restates and realleges the allegations in each of the above paragraphs.

11. Martell has been, at all times relevant to the matters alleged in this Complaint, entitled to disability benefits under the LTD policy.

12. LINA has wrongfully denied the full payment of said benefits.

PRAYER FOR RELIEF

WHEREFORE, Martell demands judgment against defendants as follows:

1. That the defendant pay her past due, current and put her back on claim so as to receive all future LTD benefits under the Plan, including all ancillary benefits, in accordance with the terms of the Plan.
2. Awarding her prejudgment, post judgment and equitable interest on all such benefits.
3. Awarding her reasonable attorneys' fees and costs pursuant to ERISA Act § 502(g), 29 USC § 1132(g).

4. Such other legal and equitable relief as the Court deems available under the circumstances of this case.

Dated: December 23, 2017

Matthew B. Newman (157154)
Matthew B. Newman, P.A.
532 Hackmore Drive
Eagan, MN 55123

Attorney for Plaintiff, Kathleen Martel

VERIFICATION AND ACKNOWLEDGEMENT

A. I have read this document. To the best of my knowledge, information the information, contained in the document is well grounded in fact and is warranted by existing law.

B. I have not been determined by any court in Minnesota or in any other State to be a frivolous litigant or subject to an Order precluding me from serving and filing this document.

C. I am not serving or filing this document for any improper purpose, such as to harass the other party or to cause delay or needless increase in the cost of litigation or to commit a fraud on the Court.

D. I understand that if I am not telling the truth or if I am misleading the court or if I am serving or filing this document for any improper purpose, the court can order me to pay money to the other party, including reasonable expenses incurred by the other party because of the serving or filing of this document such as court costs, and reasonable attorneys' fees.

PLAINTIFF

ADDRESS

TELEPHONE

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ DAY OF _____, 20__

NOTARY PUBLIC/COURT CLERK

MY COMMISSION EXPIRES _____